



City of Kirkland

Request for Proposal

SOLID WASTE, RECYCLABLES, & COMPOSTABLES COLLECTION

Job # 01-17-PW

Issue Date: January 13, 2017

Due Date: March 20, 2017 – 3:00 p.m. (Pacific Time)

REQUEST FOR PROPOSALS

Notice is hereby given that proposals will be received by the City of Kirkland, Washington, for:

SOLID WASTE, RECYCLABLES, & COMPOSTABLES COLLECTION

File with Purchasing Agent, Finance Department, 123 - 5th Ave, Kirkland WA, 98033

Proposals received later than **3:00 p.m. March 20, 2017 will not** be considered.

A copy of this Request for Proposal (RFP) may be obtained from City's web site at <http://www.kirklandwa.gov/>. Click on the Business tab at the top of the page and then click on the Request for Proposals link found under "Doing Business with the City".

The City of Kirkland reserves the right to reject any and all proposals, and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

A Service Provider response that indicates that any of the requested information in this RFP will only be provided if and when the Service Provider is selected as the apparently successful Service Provider is not acceptable, and, at the City's sole discretion, may disqualify the proposal from consideration.

The City of Kirkland assures that no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Kirkland further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs are federally funded or not.

In addition to nondiscrimination compliance requirements, the Service Provider(s) ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

Dated this 13th Day of January, 2017

Greg Piland
Purchasing Agent
425-587-3123

City of Kirkland - Request for Proposals

Garbage, Recycling, and Compostables Collection and Disposal/Marketing Services

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SECTION 1: INFORMATION FOR PROPOSERS

1.1 INTRODUCTION

The City of Kirkland ("City") is requesting Proposals from qualified vendors ("Vendors") for solid waste collection services within the city. This Request for Proposals ("RFP") is for the following services: residential and commercial garbage, recycling and compostables collection, and the processing and marketing of collected recycling and compostables ("Services"). The initial contract ("Contract") term shall be for eight years, from July 1, 2018 through June 30, 2026; provided, however, that the City shall have a unilateral option for up to two additional two-year Contract extensions.

The City is seeking a continuation of the existing solid waste collection services system with potential service improvements and revisions as described in the attached base contract ("Base Contract"). The City prefers to award one comprehensive Contract for all lines of business. The City also seeks specified collection system and Contract alternatives, as described in RFP Section 1.3.2. The City reserves the right to choose some, all or none of the alternates proposed.

Proposers shall complete a Base Proposal, based on the Services described in the attached Base Contract (in Section 4); with the costs of alternatives separately identified on the specified proposal forms. During the initial round of review, the City shall compare all Proposals based solely upon the Base Proposal, including alternatives. **The City may determine a highest rated proposed contractor based upon the initial round of review. The City would then attempt to negotiate a Contract with the highest rated proposed contractor using the Base Contract and amended as necessary to include any alternatives chosen by the City.**

Alternatively, the City may, but is not required, to conduct a best and final round of review with two or more selected Proposers. If the City opts to conduct a best and final round of review, the City will provide all selected Proposers with an opportunity during the best and final round to respond to any alternatives selected by or of interest to the City after the initial review.

Once the best and final round of review process is complete, the City may attempt to finalize a Contract with the highest rated proposed contractor. Such finalization would be based on the Base Contract modified as necessary to include any alternatives selected by the City.

In the event any negotiations with a highest rated proposed contractor are unsuccessful, in the opinion of the City, the City may terminate such contract finalization and undertake contract finalization with the next highest rated proposed contractor, and so on, until such time as a Contract is awarded or the process is terminated.

THE CITY RESERVES THE RIGHT TO TERMINATE THIS RFP PROCESS AT ANY TIME AND FOR ANY REASON AND WITH NO FURTHER OBLIGATIONS, INCLUDING BUT NOT LIMITED TO PROPOSAL PREPARATION COSTS, TO ANY PROPOSER.

Preliminarily, for the purposes of consistency and clarity the defined terms of the Base Contract retain those defined meaning in this RFP. Defined terms are generally capitalized and are applicable to the singular and plural, or masculine or feminine.

This RFP is organized into four sections:

Section 1: Information for Proposers provides background information regarding the City's solid waste handling system (the "System") and generally describes the services to be performed by the Contractor according to the terms of the System.

Section 2: Instructions for Proposers provides instructions for submitting a responsive Proposal, and includes the procedures the City will follow in choosing the highest rated proposed contractor or "Selected Proposer".

Section 3: Proposal Forms includes the questions that must be answered and the forms that must be completed for a Proposal to be considered responsive to the RFP.

Section 4: Appendices include: (A) the Base Contract for the System and Service Area map that will be entered into by the City and the Contractor, potentially subject to revisions during finalization as described in this RFP. The Base Contract reflects the base proposal and will be revised to incorporate any alternatives selected by the City; (B) 2016 collection data from the City's current solid waste collection services contractor (Waste Management, Inc.); (C) RFP Form 2; and (D) Responses to Industry Review Comments.

1.2 EXISTING COLLECTION SYSTEM

This section generally describes the *existing* solid waste collection system or "System". Carefully review the Base Contract (attached as Appendix A this RFP) to determine the scope of operations envisioned under the *new* Contract.

The City is a non-charter code city organized under Title 35A RCW, and has a Council-Manager form of government. The City Council consists of seven members elected at-large. The Mayor is elected by their fellow Councilmembers, and serves as the Chair of the Council. The City Manager directs all City operations. The City Manager develops and implements a "best practices" approach in operating the City government and to achieve a balanced, efficient, economical, and quality service delivery.

The City is currently the thirteenth largest city in Washington and sixth largest in King County, encompassing approximately 18 square miles. Its current population is approximately 84,680. The City is part of the larger King County metropolitan area of approximately two million in population.

Waste Management, Inc. is the City's current contractor. Waste Management, Inc. provides residential, commercial detachable container and drop-box services. A total of approximately

21,600 single-family customers and 1,390 commercial and multifamily customers are provided service. Garbage collection is mandatory within the city. The City and its contractor share customer service responsibilities while the City retains sole responsibility for customer billing. Additional information on the City's solid waste collection and utility billing system is available on the City's website at www.kirklandwa.gov.

Appendix B includes full-year 2016 collection data provided by the existing contractor, including customer counts by service level and tonnages by material stream and customer sector.

Single-Family Collection

Single-family residences are provided weekly collection of garbage, recycling and compostables. Residents use contractor-provided carts for garbage collection. Universal (embedded) recycling and compostables collection is provided to customers, also using contractor-provided carts. Additional Information about the current single-family collection program is on Waste Management's website for Kirkland: www.wmnorthwest.com/kirkland. The website includes the range of materials accepted, days of collection, starting time and other descriptions of the current program.

Multifamily Collection

Multifamily residences are provided with a full range of container options for garbage service as well as a recycling program that accepts the same materials as are handled by the single-family recycling program. Multifamily commingled recycling collection is provided through carts and/or detachable containers. The multifamily recycling program is provided for all customers at no additional charge, and the costs are added to garbage collection fees. Compostables collection service is provided at no additional cost, upon City approval of applications that comply with established program standards.

Commercial Collection

Commercial garbage collection is provided through the use of contractor-owned carts, detachable containers and drop-boxes, as well as some customer-owned or -leased containers. A range of sizes and collection frequencies is available to customers. An electronic list of commercial customers and container sizes is available. Additional information is available on the Waste Management website listed above.

Containers

The current contractor uses its own carts, detachable containers and drop-boxes. At the end of the current contract, all contractor-supplied carts, at the City's option, revert to City ownership without further compensation to the Contractor and on a fully assignable basis. The City, at its option, also may purchase or assign the right to purchase Waste Management's in place inventory of Detachable and Drop-Box containers at a sales price equal to fifty percent (50%) of

the average new price for each Container based on the average price from three (3) manufacturers. The City will ascertain the value of steel containers to the best of its ability and will issue that estimation via RFP addendum.

Disposal

All collected garbage is delivered to the King County disposal system, pursuant to the City's Amended and Restated Solid Waste Interlocal Agreement with King County.

Administration

The City manages solid waste functions through its Public Works Department. Staff administers collection contracts, interfaces with state, regional and local agencies, develops and administers policy on solid waste as well as a range of conservation and sustainability issues, develops strategic partnerships and programs, and coordinates related outreach, marketing and education within the community.

The City's Utility Billing Division bills all residential and commercial customers bimonthly for solid waste services. The City maintains all single-family residential accounts and the contractor maintains multifamily/commercial accounts. The Contractor provides multifamily/commercial billing information to the City at regular intervals to coincide with the City's billing cycles.

Proposal Form 2 provides a listing of the base service levels and alternatives for the new Contract and customer counts (where available) for services provided under the current solid waste collection system.

1.3 GENERAL TERMS

1.3.1 General Scope of the New Contract; Base Proposal

The City is requesting Proposals from qualified Vendors for solid waste collection services ("Services") within the Service Area. These Services include: garbage, recyclables and compostables collection for all sectors; the disposal of all garbage through the King County Transfer System; and the processing and marketing of collected recycling and compostables.

The Contractor selected as a result of this RFP process shall be responsible for all aspects of the contracted-for Services, including but not limited to providing equipment, labor, supervision and supplies necessary to perform the Services. Unless otherwise agreed to by the City, the Contractor shall be solely responsible for providing carts, detachable containers and drop-boxes necessary for all collection services to city customers. In addition, the selected contractor shall assist the City in the production and distribution of public information about recycling, collection schedule changes (such as holiday hours) and the promotion of new collection services. Although the Contractor will have primary responsibility for all customer materials (subject to City review),

the City may choose to develop some materials for the Contractor to print and distribute to customers.

The Contractor shall be responsible for providing customer service functions relating to service delivery including informing customers of potential service levels and charges, receiving and resolving customer complaints, dispatching Drop-box Containers and special collections, and referring billing questions to the City. The City will prepare and send out bills to its residential and commercial customers. The Contractor shall handle all multifamily and commercial billing requests including change of ownership (closing accounts, opening new accounts) and change of service levels. The Contractor shall accurately manage and communicate the multifamily and commercial customer service levels and billing information database. The Contractor shall submit a complete list of customers, their service address, and level of service in a monthly electronic download to the City for incorporation into the City's billing system.

The City intends to procure, at a minimum, those Services required as part of the Base Proposal for the collection system and other services as described in the Base Contract. Proposers responding to this RFP shall provide Proposals that meet the requirements of this RFP, including the Base Proposal requirements as such are set forth in the Base Contract, attached to this RFP as Appendix A. The description set forth in this RFP Section 1.3.1 is a general description and summary of the City's requested Services and shall not be the basis for any dispute over the City's requirements for either its (1) its Base Proposal or (2) selection of a Contractor. The specific Base Contract provisions for the Base Proposal are not repeated in this RFP; Proposers must carefully review the Base Contract for specific requirements.

1.3.2. Alternatives

Proposers shall also provide pricing for the following alternatives:

1. Contractor Billing

The Base Contract assumes the City will continue to bill its single-family, multifamily, and commercial customers for service and the City and the Contractor will share specific customer service responsibilities. This alternative shifts all billing and customer service responsibility to the Contractor under a billing agent relationship. Under this alternative, the Contractor would bill customers City-specified rates, funds are collected by the Contractor on behalf of the City, and the Contractor is paid by the City rate for collection services provided.

2. Customer Service and Recycling Center

Under this alternative, the Contractor is required to open a branded Customer Service and Recycling Center ("Center") within the City by July 1, 2018. The Center must be located in a site central to city customers and in a convenient, accessible location with adequate public parking available. The Center must also serve as a drop-off location for difficult-to-recycle items; provide customers service and assistance; and serve as a venue for community events and recycling education. At the option of the Contractor, and with

the approval of the City, the Contractor may offer products for sale with a waste reduction and recycling theme at the Center. The Center shall be open for at least forty (40) hours per week, six days per week with at least six (6) hours on Saturdays. The Center space must be in excess of 1,500 square feet of usable space and sized to perform the functions described above, including storage space for accepted recyclables and materials to be distributed to visitors.

3. Change in Contract Length

The Base Contract term is eight years, plus two extensions of up to two years each that may be exercised unilaterally by the City. Under this alternative, the Contract term would be ten years plus one extension of up to two years at the option of the City.

4. Every-other-week Single-family Garbage Collection

The Base Contract includes weekly single-family garbage collection. Under this alternative, garbage collection would be shifted to every-other-week, using the same sized carts currently at Customer's locations.

5. Collection Fleet

The Base Contract includes requirements for new vehicles at the start of the Contract Term. Under this alternative, collection vehicle chassis must be no older than model year 2014 and no older than ten years (from the first date of service when new) through the Contract term, including extensions.

6. Disposal at Shoreline Transfer Station

The Base Contract assumes disposal of collected garbage at the King County Houghton Transfer Station. However, the County may direct the Contractor to utilize the Shoreline Transfer Station either temporarily or permanently at any time during the Contract period. The Alternative #6 provides a revised methodology to address the Contractor's increased or decreased costs associated with this redirection. Please provide the daily revenue requirement increase (+) or decrease (-) associated with this alternative.

Directions for presenting rates for these alternatives are provided in the Form 2 instructions in Section 3 of this RFP.

SECTION 2: INSTRUCTIONS TO PROPOSERS

2.1 DEFINED TERMS

Terms used in these Proposal Documents that are defined in the RFP and/or Base Contract have the meanings assigned to them therein.

- "Base Contract" means the Comprehensive Garbage, Recyclables, and Compostables Collection Contract, to be entered into by the City and the Selected Proposer(s) after

completion of the RFP process. A copy of the Base Contract is attached to this RFP in Appendix A.

- “Base Proposal” means the proposal submitted by a Proposer based on the Base Contract and that meets the requirements of the RFP.
- “City” means the City of Kirkland, a municipal corporation of the State of Washington.
- “Contract” means the contract executed by the City and the Selected Proposer for the Services consisting of the Base Contract together with any approved exceptions and any amendments related to alternatives selected by the City.
- “Contractor” means the Selected Proposer that has entered into the Contract with the City related to the Services.
- “Day” or “Days” means calendar days unless otherwise specified.
- “Proposer” means a Vendor that submits a Proposal to the City in response to this RFP.
- “Proposal” means a formal response to the RFP submitted by a Proposer to the City. A Proposal is considered a “Responsive Proposal” if it includes all necessary documents, information, security, rates, proposed modifications to the Base Contract in compliance with the RFP.
- “Proposal Documents” include the Advertisement for Proposals and the Request for Proposals, including the Information for Proposers, the Instructions to Proposers, the Proposal Forms and the Base Contract, together with any attached or referenced appendices, exhibits or addenda.
- “RFP” means these procurement document.
- “Selected Proposer” means the Contractor to whom the City makes an award as provided in the Award of Contract section of these Instructions to Proposers.
- “Services” means all collection and processing services and associated functions addressed in the Base Contract.
- “Vendor” means an individual, company, corporation, partnership, joint venture or other entity that has submitted a Proposal in response to the RFP.

2.2 COPIES OF PROPOSAL DOCUMENTS

Complete sets of the Proposal Documents shall be used in preparing Proposals, and may be obtained by written request from:

John MacGillivray, Solid Waste Programs Supervisor
City of Kirkland Public Works
123 Fifth Avenue
Kirkland, WA 98033
E-mail: JMacGillivray@kirklandwa.gov

In making copies of the Proposal Documents available, the City does so only for the purpose of obtaining Proposals on the Services, and does not confer a license or grant for any other use of these documents.

2.3 EXAMINATION OF PROPOSAL DOCUMENTS

It is the responsibility of each Vendor to do the following before submitting a Proposal:

- Carefully review the Proposal Documents during the pre-release industry review period and inform the City in writing of any questions, comments or objections to any document or portion of the Proposal Documents, including but not limited to the Contract requirements. Vendors shall include in objections any terms of the Base Contract that the Vendor is unable to meet and/or terms that the Vendor believes are preferential to a particular prospective Proposer.
- Notify the City in writing of the Vendor's interest in this RFP and provide the name, e-mail address and phone number of the person to whom RFP addenda and related information should be directed. An e-mail to the City's contact listed in Section 2.2 shall be considered written notice for purposes of this Section 2.3. The City shall not provide addenda or other information to any Vendor that has not provided written notice as required pursuant to this Section 2.3.
- Carefully examine all of the Proposal Documents and any related attachments.
- Become familiar with local conditions that may affect costs, implementation, progress, performance or furnishing of the services or equipment required under the Base Contract.
- Consider federal, state and local laws, statutes, ordinances, regulations and other applicable laws, executive orders and/or guidelines ("Laws") that may affect costs, implementation, progress, performance or furnishing of the services or equipment required under the Base Contract, including, but not limited to, applicable regulations concerning: industry wage rates; nondiscrimination in the employment of labor; minority- and women-owned business enterprise requirements; protection of public and employee safety and health; environmental protection; protection of natural resources; fire protection; emergency

preparedness; solid waste handling facility standards and permits; and other permits, taxes and fees.

- Submit any questions concerning the Proposal Documents in writing to the City in a timely fashion in order that the questions may be answered in an addendum to be issued by the City.
- Notify the City in writing of any conflicts, errors, omissions or discrepancies in the Proposal Documents.
- Obtain all required signatures on the Proposal Forms.

Before submitting a Proposal, each Vendor shall, at the Vendor's own expense, make or obtain any additional examinations, investigation, research and studies, and obtain any additional information and data that may affect costs, implementation, progress, performance or furnishing of the services or equipment required under the Base Contract, and that the Vendor deems necessary to determine its Proposal.

Proposers are expected to be knowledgeable about the Service Area, to understand the City's terrain, streets and alleys, and to be knowledgeable concerning the locations for cans, carts, detachable containers and other receptacles used for garbage, recycling and compostables collection. Proposers are also expected to confirm and assure to the City's satisfaction that their equipment and personnel can make the collections and provide the Services called for under the Base Contract.

Finally, Proposers are expected to be knowledgeable about customer service, service standards, complaint resolution, quality management, applicable Kirkland Municipal codes, and other matters necessary to ensure and provide high quality customer service throughout the term of the Contract.

2.4 INTERPRETATIONS, SCHEDULE AND ADDENDA

All questions concerning the meaning or intent of the Proposal Documents and notifications concerning any conflicts, errors, omissions or discrepancies in the Proposal Documents are to be directed, in writing, to the contact person specified in Section 2.2.

Questions shall be received by 4:30 PM on February 3, 2017, in order to be considered. The City may, at its option, allow a second round of questions after that date, but questions may be limited to clarifications on answers provided during the first round of questions. The City will answer all questions via written addenda to this RFP to all Proposers who have provided notice of its interest pursuant to Section 2.3 by February 10, 2017. Proposers shall note receipt of each addenda on the completed Form 5 (Certification) submitted with a Proposal. The City reserves the right to modify the proposed Base Contract or any of the other Proposal Documents prior to the receipt

of Proposals with notice to parties that submitted a written notice and request for Proposal Documents pursuant to Section 2.3.

Questions unresolved through the industry review process regarding interpretations of Base Contract language or service/tonnage data provided shall be asked at this point in the process prior to 4:30 PM on February 3, 2017. The Selected Proposer shall be expected to execute the proposed Base Contract as included in this RFP, with only such amendments provided by the City via RFP addendum or as provided by the City during the potential best and final round. The City shall not allow any other exceptions or other modifications to the Base Contract.

The City has set the following schedule for receipt and review of the Proposals. The City reserves the right to modify this schedule if deemed necessary.

PROCESS SCHEDULE

Event	Time Frame
Draft RFP issued for industry review/comment period	October 24, 2016
Industry comments due	4:00 PM, November 14, 2016
Issue and Publish Notice of Proposal Documents	January 13, 2017
Deadline for Proposer Questions	4:30 PM, February 3, 2017
Questions and Answers posted	February 10, 2017
Deadline for Proposer Questions (Round 2)	4:30 PM, February 17, 2017
Questions and Answers posted (Round 2)	February 24, 2017
Proposals Due	3:00 PM, March 20, 2017
Proposal Evaluation, Interviews, B&F Round	March/April, 2016
Selection, Finalization of Contract	April/May, 2017
Recommendation to City Council	May/June, 2017
City Executes Contract	June/July, 2017
Contractor Delivers Transition/Implementation Plan	September, 2017
Container Delivery or Relabeling	June, 2018
Start of Collection Services	July 1, 2018

The submission of a Proposal shall constitute an incontrovertible representation by the Proposer that the Proposer has complied with every requirement of these Instructions to Proposers, that without exception the Proposal is premised on Proposer being able and willing to perform and furnish the services, labor and equipment required by the Proposal Documents by such means, methods, techniques, sequences or procedures as are required by the Proposal Documents, and that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the services and equipment required under the Base Contract.

2.5 PROPOSAL SECURITY BOND

Each Proposal shall be accompanied by a Proposal Security Bond (“PSB”) made payable to the City of Kirkland in the amount of Fifty Thousand Dollars (\$50,000) and in the form of the Proposal bond as provided in the Proposal Forms.

The PSB from the Selected Proposer shall be retained by the City until that Proposer has executed the Contract and furnished insurance and a performance and payment bond as required pursuant to the Contract, whereupon the PSB shall be released. If the Selected Proposer fails to execute and deliver the Contract, as negotiated, and fails to deliver required Contract documents within one week after the Contract is finalized and ready for execution, the City may withdraw its offer to contract with the Selected Proposer, and the PSB of that Proposer shall be forfeited, with no exceptions.

The PSB shall be retained as liquidated damages by the City, and by submittal of a Proposal, the Proposer agrees that this sum is a fair minimum estimate of the amount of damages that the City will sustain in the event that the Selected Proposer fails to execute the Contract or furnish proof of insurance acceptable to the City. The City does not waive its rights to recover additional damages it incurs above the PSB amount.

The PSB of other Proposers whom the City believes to have a reasonable chance of receiving the Contract award may be retained by the City until after (1) the Contract execution, or (2) 180 days after the Proposal opening, whichever is earlier, whereupon the PSB furnished by such Proposers shall be released. PSB with Proposals that are not found to be responsive shall be returned no later than 60 days after the Proposal opening.

2.6 CITY INVESTIGATIONS AND PROCESS DECISIONS

As part of the RFP evaluation process, the City reserves the right to do any or a combination of the following:

- Contact staff from other jurisdictions regarding their experiences with Proposer;
- Visit a Proposer’s facilities, including proposed processing facilities, and view proposed vehicles and equipment;
- Meet the Proposers’s personnel, including interviewing the Proposers’s existing route, operations, management, financial and customer services personnel during the performance of their regular duties;
- Retain independent consultants for assistance in evaluating Proposals and provide proposal materials to those consultants;
- Request clarification or additional information from a specific Proposer in order to assist in the City’s evaluation of a Proposal;

- Require changes in the Base Contract that the City deems necessary;
- Decline to award a Contract for the Services as a result of this RFP process;
- Discontinue negotiations with the Selected Proposer or any Proposer, and commence discussions with any other responsive Proposer;
- Withdraw the RFP and reject any or all Proposals;
- Not award to any or all Proposers and issue a subsequent request for bids or request for proposals based on refinements of concepts proposed in response to this RFP or otherwise;
- Enter into an extension of the existing Contract with the City's current solid waste collection services provider; or
- Seek other investigations, inquiries, reviews or clarifications which would allow the City to make informed decisions.

2.7 PROPOSALS

Each Proposer's Proposal shall provide unit prices for all service levels indicated on the appropriate Proposal forms. All Proposals shall be provided in year-2018 dollars. The Proposal unit prices shall be used, in part, to determine the Selected Proposer as described in the Basis of Award section of these Instructions to Proposers. All costs, including overhead and profit, and non-itemized taxes, fees or surcharges imposed by federal, state or local laws (see Form 2 instructions for details), for which the Proposer expects to receive payment as a result of the Services shall be included in the unit prices, unless otherwise specifically directed.

The data on the existing System concerning number of customers and collection tonnages should be viewed as estimates and are presented solely as the basis for calculations on which the award of the Contract will be made. Actual results experienced during the operation of the System may differ.

NOTE: Although the City requires mandatory solid waste collection services, it cannot provide any guarantee as to the future number of customers that may utilize the Selected Proposer's services and may, per Kirkland Municipal Code 16.08.120-124, issue service exemption permits to qualified applicants.

By submitting a Proposal, the Proposer is committing to commencement of collection services by July 1, 2018, and to comply with each term of the Contract and corresponding portion of its submitted Proposal.

2.8 PREPARATION OF PROPOSAL FORMS

All blank spaces in the Proposal Forms shall be completed to be considered and **no changes shall be made to any of the Proposal Forms**. If forms submitted by a Proposer are substantially different than the Proposal Forms, the City may deem the Proposal non-responsive.

The Proposal prices shall be inclusive of all costs of providing the services, labor and equipment required under the Contract. The City may, at its sole discretion, deem any Proposal non-responsive to the Base Proposal that contains omissions, erasures, alterations or additions of any kind, or prices uncalled for, or obviously unbalanced, or any Proposal that in any manner fails to conform to the conditions of this RFP.

The Proposer shall sign its Proposal in ink in the blank space provided and all names shall be typed or printed below the signature, along with evidence that the Proposer is a duly organized and validly existing business, licensed to do business in the City and Washington State. If not licensed, then the Proposer shall provide a sworn statement that it will become licensed if selected as the Successful Proposer prior to executing the Contract. The legal name of the Vendor submitting the Proposal shall be typed or printed in the space provided at the bottom of each page of the Proposal Forms. Proposals by corporations shall be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign). Proposals by partnerships shall be executed in the partnership name and signed by a partner, whose title shall appear under the signature.

If the signature is by an agent other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney shall be on file with the City prior to the opening of Proposals or shall be submitted with the Proposal; otherwise, the Proposal may be deemed non-responsive.

2.10 MODIFICATION OR WITHDRAWAL OF PROPOSALS

2.10.1. Process

Prior to the time and date designated for receipt of Proposals, any Proposal submitted may be modified or withdrawn by written notice to the City. The Proposer shall provide such notice in writing to the City contact shown in Section 2.2 and shall include the signature of the Proposer. Notice of a Proposal modification or withdrawal shall only be considered by the City if the City receives it before the time and date set for receipt of Proposals. A late modification or withdrawal request shall not be recognized and the City shall consider the originally submitted Proposal.

2.11 PROPOSAL EVALUATION

2.11.1 Evaluation Criteria

The City's Proposal evaluation committee shall review proposals based on the following criteria:

(1) Responsiveness/Completeness (pass/fail)

Each Proposal will be reviewed based on responsiveness to the information required. All forms shall be completed, all questions answered, and all information supplied in the format requested. The City may disqualify any Proposer not meeting these initial requirements. Proposers meeting these initial criteria may be contacted by the City to provide specific clarifications.

(2) Minimum General Qualifications (pass/fail)

Proposers must have experience operating garbage, compostables and recycling collection services programs under contract with one or more municipalities with a population of at least 25,000. Proposers shall submit all information related to their ability to successfully perform the work described in the RFP and Base Contract, including a full and competent response to items A through E in Section 3.1 of this RFP. Proposers who do not fully respond to all questions, who do not clearly outline their proposed services, equipment and approaches, and/or who fail to clearly demonstrate their ability to perform under the Base Contract may be determined to “Fail” meeting the Minimum General Qualifications.

(3) Rate Evaluation (70 points)

The City shall review the rates provided by Proposers in conjunction with the overall Proposals provided on the Proposal due date. The City will determine the general trend of initial rate proposals, review the pricing of alternatives provided by Proposers, and consider the Base Contract exceptions and related cost impacts identified by Proposers. After review and consideration of the Proposal as a whole, including pricing of alternatives, Contract exceptions, and related cost impacts identified by Proposers, the City may choose one of two paths:

- a. Evaluate based on the initial Proposals, including any alternatives. This approach may be selected if the pricing on such alternatives is unattractive and no exceptions are provided by any Proposer, rendering an additional step unnecessary, or for any other reason solely at the City’s option; or
- b. The City may select desired alternatives and acceptable Base Contract exceptions provided by Proposers, as well as determining whether to separate the Services by line of service, and proceed with a “best and final” round of proposal review based on (1) Base Proposals and selected alternatives as well as (2) any particular elements of a Proposer’s Proposal of interest to the City. Under this approach, there shall be no alternatives or Proposer exceptions and the final Proposal rate results shall be the basis used to calculate the rate score of Proposals.

Proposers shall provide the best possible and most accurate pricing for both the Base Proposal and alternatives in the first round, as the City may identify a Selected Proposer solely based upon

the initial round. **The City is not obligated to conduct a second, “best and final” round, and there is no guarantee that the City will conduct a “best and final” round.**

The rate portion of Proposals shall be scored according to the following formula:

Subject Proposal Rate Score = (Lowest Proposal Rate Total/Subject Proposal Total) x 70 points

(4) Customer Service and Operations Approach, Demonstrated Ability and References (30 points)

Proposers shall have demonstrated knowledge, skills, creativity, experience and capacity to design, deliver, manage and improve all aspects of customer service, operations, maintenance, outreach and education, marketing, procurement, financial management, contingency planning, sustainability performance and other aspects associated with the provision of services under the proposed Base Contract.

Proposers may be evaluated on the basis of Proposals submitted as well as references, interviews with Proposer staff and site visits. Evaluation shall be based upon a number of factors, which include, at the City’s discretion, any number of the following:

A) Customer Service

Customer service elements shall be reviewed and may be evaluated with respect to the following items:

- Demonstrated customer service capacity, abilities and quantitative and qualitative evaluation measures (e.g. the number of representatives designated for the City, ring/hold time data, speed to answer by human representative);
- Ability to efficiently and effectively interface with the City’s utility billing system;
- Proposed local customers service opportunities, including stand-alone sites or partnerships with other businesses and institutions;
- The existence of formal, written training materials and frequency of customer service representative training;
- Proven strategies and demonstrated experience with minimizing customer and City complaints related to “misses,” damaged or misplaced containers, billing issues and other common customer and city complaints;
- Demonstrated responsiveness and expedient resolution of customer and City complaints;

- Demonstrated ability to provide a timely and efficient transition to a new contractor services with minimal impact to customers;
- Ability to establish and maintain a customer service-oriented web site;
- Demonstrated ability to effectively and efficiently address service disruptions and inclement weather events; and

B) Contract Implementation and Compliance

Contract implementation and compliance elements shall be reviewed and evaluated with respect to the following items:

- The extent to which a transition is necessary and expected customer impacts;
- Procedures, protocols and approach for verifying compliance with contract conditions and past performance on municipal contracts, including any violations or performance fees that were required to be paid by Proposer;
- Contract compliance and demonstration of meeting and/or exceeding customer and City service expectations based on interviews with client cities;
- Demonstrated ability to work with client cities, agencies and others in the effective delivery and implementation of services or programs;
- Policies and procedures for tracking and documenting services, including customer account information, reporting, allocating costs, tonnages, etc.; and
- Demonstrated ability to respond to and address customer service, operations or other issues or requests in a timely and effective manner.

In addition, Proposers shall be evaluated on their demonstrated ability (as confirmed by municipal clients) to work with municipal staff and successfully conduct good faith negotiations for performance reviews and required contract modifications such as service adjustments, unanticipated rate adjustments and/or contract extensions.

C) Diversion Approach, System Design and Operations

Diversion approach, system design and operations elements will be evaluated with respect to the following items:

Operations

- Ability and established procedures and/or policies to maintain and operate a fleet of collection vehicles, including back-up vehicles, and containers in a clean, safe, sanitary and proper working condition;
- Demonstrated ability to deliver, exchange and remove customer containers in a timely, reliable and efficient manner, including the roll-out of new services or container options;
- Ability to effectively and reliably communicate between fleet vehicles and customer service staff in order to address service and other on-route issues;
- Demonstrated plans for and resources to provide contingency services in the event of equipment failure, loss of recycling processing, composting or municipal solid waste disposal capabilities or capacity, inclement weather, strike or other unexpected circumstances reasonably possible during the term of the Contract;
- Approach to oil and effluent spill response;
- Proven strategies to minimize service disruptions and customer issues such as “misses,” inclement weather and customer exceptions (i.e. extras, recyclable materials preparation, additional services, special populations, etc.);
- Ability to implement alternative routing technologies to improve collection efficiency; and
- Approach to handling short- and long term inclement weather events (i.e. two consecutive missed collection days).

Recycling and Compostables collection, processing and education

- The range of recyclables accepted beyond the minimum specified in the Base Contract;
- The range of materials accepted by the Proposer’s selected processing facility and that facility’s plans and contingencies for handling a wide range of post-consumer feedstocks;
- Proposer’s approach to monitoring collected recyclable or compostable materials and providing feedback to Customers on contamination levels;
- Proposer’s demonstrated strategies and proposed approach to management and reduction of contamination in inbound recycling and compostable streams over the term of the agreement;

- The proposed approach for monitoring inbound recyclable loads, residuals from processing and out-throws, and prohibitives in outbound processing loads;
- The quality of recycling education and promotional materials developed solely by the Proposer and Proposer's ability to clearly explain how to participate under a fully-commingled recycling system;
- Proposer's approach to conducting multi-family outreach, assistance and implementation of both recycling and compostables improvements;
- The quality of promotional materials supplied with carts and Proposer's ability to clearly explain how to participate under a commingled organics collection program; and
- Proposer's ideas and demonstrated ability to provide educational and promotional support to maximize diversion, improve customer service, and reduce contamination under expanded recycling and compostables collection programs.

In addition, Proposers shall be evaluated on the basis of their proposed transition and implementation plan as described in Section 3 of this RFP, including completeness, rationale and schedule of customer information, promotion and notification, customer service, procurement and delivery of vehicles, containers and other equipment, contingency plans and other considerations which ensure a successful transition and implementation of the Services consistent with the start of collection services.

The customer service and operations approach, demonstrated ability and references portion of Proposals shall be assessed a qualitative score of up to 30 points based upon any number of the factors listed above. Scores may be assessed based upon a comparison to other Proposals or on a stand-alone basis. While City staff will review and score this portion with careful consideration of the selected factors, they are not required to provide any justification (written or otherwise) for the scores assessed to this portion of the Proposal.

2.11.2 Process

During the initial round of review, Proposals shall be reviewed by an evaluation team composed of City staff and one or more City consultants. Proposals shall be evaluated in two phases: (1) a review and scoring of Proposal elements other than price, including reference checks, interviews and site visits; and (2) review of the rate portion of the Proposals. The City's evaluation committee shall then provide a recommendation to City Council on whether to proceed with a "best and final" round for City Council consideration, including, but not limited to, recommendations on which alternatives to select and any Base Contract exceptions. The City Council will determine whether to award a contract based on the initial round, proceed with a best and final incorporating a revised contract, or any other option they choose.

If a “best and final” round is selected by City Council, the evaluation committee shall resubmit a revised best and final round draft contract (including all selected alternatives and Base Contract exceptions) to all Proposers for their best and final rate submission. The evaluation committee shall combine the score for elements other price with the score for the rates submitted during the best and final round to select and choose the Selected Proposer. During the best and final round, the rates shall be scored under the methodology as set forth in Section 2.11.1 for rates. The City may separate the Services by line of service solely at its option, which could result in more than one Contractor and more than one Contract. If the results of the initial proposal evaluation lead to a separation of the contract by lines of business, then the best and final round will be used to allow Proponents to refine their costs based on a potential reduced contract value.

Contract finalization shall then proceed with the Selected Proposer, or another Proposer if Contract finalization with the Selected Proposer is not successfully concluded in a timely manner. The resulting Contract shall be submitted to the City Council for review and approval. In the event a best and final round is not selected, the evaluation committee shall proceed to finalize a Contract with the Selected Proposer in the manner set forth above. The City Council will consider staff’s recommendation, however, the City Council has the final authority to choose a contractor and award the Contract to the party of their choice.

The City reserves all of its rights, including but not limited to the right to reject any and all Proposals, to waive any and all informalities, and to disregard all non-conforming, non-responsive, irregular or conditional Proposals. In addition, the City reserves the right to reject the Proposals of any and all Proposers if the City believes that it would not be in the best interest of the City to make an award, whether because the Proposal is non-responsive, because the Proposer is not found to be responsible or fails to meet any other pertinent standard or criterion established by Kirkland, or whether it is otherwise not in the best interest of the City. In addition, the City reserves the right to terminate the RFP process at any time and for any reason.

2.12 SERVICES START DATE

The Contractor/Selected Proposer shall start the Services under the Contract on July 1, 2018.

2.13 PUBLIC DOCUMENTS AND DISCLOSURE

Under Washington State law, including without limitation Chapter 42.56, Public Records Act, the documents and other records submitted in response to this RFP (should be considered public records upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempted by a specific provision of law. If the City receives a request for inspection or copying of such documents and other records, it will make an effort to promptly notify the Proposer of such request in order to help enable such Proposer to seek a court order prohibiting or conditioning the release of such documents. The City assumes no contractual obligation to enforce any exemption. The City intends to disclose all sealed rate portions of the Proposals after they are opened to all Proposers. Proposers are cautioned to not

include any confidential or proprietary information with their Proposals which they do not want disclosed. The City shall not be liable for or responsible for the disclosure of such information.

2.14 DISCLAIMER OF COSTS

The City shall not be responsible for any costs incurred by any Vendors in preparing, submitting, or presenting its response to the RFP or interview process, as applicable. The City shall not be responsible for any costs incurred by the Selected Proposer prior to the date of the execution of the Contract.

2.15 INSTRUCTIONS FOR SUBMITTING A RESPONSIVE PROPOSAL

2.15.1 Obtain Proposal Documents

Send an e-mail request for (1) the Proposal Documents, and (2) confirmation of a mailing and e-mail address for the City to provide addenda to the City contact listed in Section 2.2 of this RFP.

2.15.2 Conduct Investigation Deemed Necessary

Each Proposer shall conduct any investigation of the Service Area, projected customer counts, types and quantities of customer-owned equipment, markets, processing facilities and other conditions deemed necessary by the Proposer to submit a responsive Proposal.

2.15.3 Submit Responsive Proposal

Complete Proposals shall be submitted no later than 3:00 pm PDT on March 20, 2017, and shall be enclosed in a sealed package, marked with the words "PROPOSAL ENCLOSED CITY OF KIRKLAND SOLID WASTE COLLECTION" and marked so as to indicate, without being opened, the name and address of the Proposer. Proposals shall be accompanied by an envelope containing the PSD and all other required Proposal documents, including completed Proposal Forms. Proposals can be mailed or delivered to:

City of Kirkland
Attn: Greg Piland - Job #01-17-PW
123 5th AVE
Kirkland, WA 98033

Proposers shall submit Proposals as required, complying with the requirements of the Proposal Documents. Submit **five copies**, printed and double-sided, of the Proposal Forms and other supporting documents. Please do not glue bind the Proposal Forms and supporting documents. The Proposal and all Proposal Forms shall be signed by an authorized person where indicated, and a person, with title, address, telephone number and e-mail address, whom the City may

contact, shall be identified. **In addition to the printed copies, Proposer shall provide an electronic copy (.PDF format) of its entire proposal (minus bound corporate publications such as annual reports) in electronic format (CD or USB flash drive) submitted with the printed Proposal package.**

2.16 PROCESS INTEGRITY REQUIREMENTS

Each Proposer is individually and solely responsible for ensuring compliance with the following Process Integrity Requirements. This responsibility extends to Proposer's employees, agents, consultants, lobbyists, or other parties or individuals engaged for purposes of developing or supporting Proposer's Proposal or proposed services. Proposers shall comply as follows:

- All solid waste collection-related communications with the City shall be only through the City's designated staff contact identified in Section 2.2. Proposers or their agents shall not contact other City staff, appointed or elected officials, consultants retained by the City or other City agents regarding current or future solid waste collection services from the time the RFP is posted publicly on the City of Kirkland's website until the time a finalized Contract and/or staff recommendation of Selected Proposer is forwarded to the City Council and is made public in the City Council's Agenda Packet.
- When seeking information from the City to prepare a response, Proposer shall place its reliance only on information, RFP materials and Addenda provided by the City's contact designated in Section 2.2. Any reliance on other City information and publications may result in a non-responsive Proposal due to inaccurate or incomplete information. The City shall not be liable or responsible for inaccuracies or incomplete information found outside of the RFP, and Proposal Documents, including any attachments.
- Any information and materials to be utilized by the City during the Proposal evaluation and selection process shall be included as part of the original Proposal or submitted in response to a specific request from the City.

A Proposer shall be disqualified and shall forfeit its PSB if the City determines the Proposer has failed to comply with the specific Process Integrity Requirements, has undermined the City's intention of conducting a fair and transparent competitive process based on the specified evaluation criteria, or has otherwise substantially diminished the City's ability to award a Contract in a timely manner and free of contention. The City reserves the sole right to disqualify any Proposer at any point in the process prior to Contract award for failure to comply with the Process Integrity Requirements. The City also reserves the right to disqualify any Proposer, at any time, for fraud, any material misrepresentation, illegal conduct, or any act or omission that potentially or actually reflects poorly on the City.

SECTION 3: PROPOSAL INSTRUCTIONS AND FORMS

3.1 Proposal Preparation Guidelines and Format

These instructions provide guidelines governing the formation and content of the Proposal and the approach to be used for its development and presentation. The intent of this section is to describe the Proposal format and requested information that is essential to an understanding and evaluation of the proposed system. The inclusion of any additional pertinent data or information by the Proposer is recommended. Inclusion of general letters of support are not useful to the City when evaluating Proposer's capabilities and abilities to perform under the Contract and are discouraged.

Proposals shall be stapled or bound, sealed, typed and prepared on both sides of 8-1/2" by 11" paper. Oversized documents may be submitted, but they must be folded to size and secured in the Proposal. All pages of the Proposals shall be numbered and sections clearly identified.

The Proposal and all attachments shall be complete and free of ambiguities, alterations and erasures. The Certification of Proposal – Declaration of Understanding (Form 5) shall be executed by Proposer or Proposer's duly authorized officer or agent. In the event of a conflict between words and numerals, words shall prevail.

The City does not require financial statements to be provided as part of Proposal submittals. However, the City reserves the right to request supplemental materials from Proposers to demonstrate to the City's satisfaction that any Proposer is fully capable to undertake this Contract and its associated Services.

The Proposal shall follow the format outlined below, and shall include the required content in sequential format.

A. Executive Summary

Provide a brief overview of the entire Proposal and highlight the key aspects of the Proposal (maximum 6 pages). In the executive summary or cover letter, please confirm receipt of any RFP addenda received and considered during the development of your Proposal.

B. Management and Qualifications

B.1 Proposer

State the name of your entity, home office address, Washington business address, Washington agent's name, address, e-mail address and telephone number, and the name, address, phone number, fax number, e-mail address, website address and title of the person to be contacted concerning the Proposal. If Proposer is a subsidiary, state the name of the parent company, the home office address, telephone number and website address of the parent company, and describe the parent company's relationship to the Proposer. State whether the person signing the Proposal has the authority to sign on behalf of Proposer. State also the names of companies

that will share significant and substantive responsibilities with you, as joint venture partners or in another manner, in performing under the Contract. Include documentation that Proposer is duly organized and validly existing business in good standing, and licensed to do business in the City. If Proposer is not licensed to do business in the City, then the Proposer shall provide a sworn statement that it will become licensed if selected as the Successful Proposer prior to executing the Contract.

B.2 Resumes

Supply the names and resumes of the principal officers, partners or other officials of each entity involved in performing substantive responsibilities required under the Contract, and provide the names and resumes of the individuals who will be directly responsible for implementation of the Contract. At a minimum, include the general manager, operations manager(s), financial officer, education and customer outreach manager, customer service manager(s) and other personnel with whom the City will have regular contact with during the administration of the Contract. Describe the ownership, managerial and/or fiduciary role of each of the participating companies. Include the names, entity affiliation, telephone numbers and e-mail addresses of key individuals integrally involved in the Proposal. Provide an organizational chart or other means of explaining the interrelationships between the team members.

B.3 Litigation and Violations

List any entity, partner, holding company or subsidiary involved in the Proposal, or any corporate officer, that has been involved within the past five years in any litigation or arbitration including but not limited to any action or claim arising out of the procurement or performance of a municipal solid waste contract; arising out of performance of a processing or marketing contract; arising or connected with violation of state or federal anti-trust laws; arising from or connected with allegations of corrupt practices; or arising from operating permits and other operating requirements, including local, state and federal rules or regulations. In the case of national companies with multiple affiliated regional companies, the above disclosure should be limited to Pacific Northwest operations and personnel. Explain details fully with copies of any pleadings and/or settlement papers. In the event that disclosure limited by court authorized non-disclosure provisions, then general circumstances shall be described to the extent authorized and disclosure requirements stated.

B.4 Subcontractors

List all items of work or elements of the Services to be performed by subcontractors, and the names, qualifications and resumes of the subcontractors. Also, list the equipment and supplies to be purchased from vendors. Provide an estimate of cost, expected time of purchase, and length of time necessary for delivery for each of the items.

B.5 Experience

Describe fully the experience of your team (both individuals and the corporate, partnership or entity team) in providing the Services requested in this RFP. Describe similar projects, and include the scope of services (including a summary of which collection and/or processing services were covered by the contract), annual revenues, tonnages and number of customers. Describe any major problems encountered in establishing service or collecting, processing, or marketing recyclables or compostables. Provide references (including contact name, title, organization, mailing address and contact information) for all similar projects described. References should have direct operational management responsibility of Proposer's contract and full knowledge of Proposer's detailed performance under that contract. This will generally be a city staff member, not an elected official.

C. Collection and Management Operations

C.1 Garbage, Recycling and Compostables Collection and Handling

Describe fully the collection equipment and containers to be used under the Base Contract, keeping in mind the Base Contract specifications for the collection frequency, types of containers, and the City's intention that garbage, recyclables, and compostables be collected separately. Identify the chassis and body used to collect residential, commercial, and drop-box service sectors. Also identify for each type of truck: the number of compartments, the capacity of each compartment, total weight, and volume capacity of vehicle, loading and unloading characteristics, the number necessary to perform the required Services, the average number of collections each vehicle can make in a day, and the useful expected life of each collection vehicle. Describe how each vehicle will be marked or signed so that witnesses to spills, leakage, and/or damage may quickly report such occurrence.

Identify any subcontractor used for container inventory and delivery.

Describe and provide examples of your route management system. Describe how routes are initially developed and modified over time, how your on-board computer systems manage route progress, route changes, exceptions (no set-out, blocked containers, contaminated materials, extra set-outs, etc.) and diversions from normal routes due to road maintenance, inclement weather or other unforeseen needs to deviate from the planned route. Also describe how the on-board system communicates with your call center's account system to provide close-to-real-time updates for each customer during the collection day.

Identify the destination for all collected materials. If more than one recycler or composter will be used, identify the proportion of loads destined for various destinations and the criteria for routing trucks to a particular facility.

Describe fully your proposed recycling processing facility, including location, hours of operation, processing capability per hour and per day by material type, tons of material currently processed per day by material type, additional processing capacity committed to in the future by material type, and the amount of that capacity needed to process the recyclables collected under the Base

Contract. Specifically address how commingled materials are currently processed and the average rejection or contamination rate experienced by your firm or contracted processor. Describe how your Entity chooses recycling markets and ensures that collected materials are remanufactured into new products rather than high-graded and partially recycled or used as fuel.

Describe fully your proposed compostables processing facility, including location, hours of operation, processing capability per hour and per day, tons of material currently processed per day, additional processing capacity committed to in the future, and the amount of that capacity needed to process the compostables collected under the Base Contract.

Identify the operator (if subcontracted), location, structures, and zoning of your proposed maintenance and support facilities. Provide the number of repair bays available at the facility and maintenance staffing levels (i.e., mechanics and assistants). Provide the total number of trucks maintained at the site for all Proposer operations, as well as the number of trucks and spares dedicated to the Contract.

The City actively works to protect its water resources, including surface and groundwater. It is essential that all containers do not leak and have tight fitting lids that close, and that they are *always* closed after servicing. What steps do you propose to ensure these requirements? Similarly, leaking compactors can pollute surface water and it is critical to the City that compactors do not leak during operation, or during or after servicing. What specific steps do you propose to prevent pollution from compactors?

C.2 Billing Support and Customer Service Support

Describe in detail the manufacturer and model of equipment and software used to maintain route lists, customer service histories, and the ability to provide City-requested reports of customer-specific information and data. Describe how your Entity will provide accurate and timely billing data downloads and reports at regular intervals to City Utility Billing.

Discuss how your Entity has implemented services in other cities, with particular emphasis on how the transition between the previous contractor and your Entity was handled, and how your Entity developed accurate customer service level and billing data in the event the predecessor's records were unavailable. If you have transitioned from City billing to contractor billing, please detail the successes and challenges of that process and how you envision the transition working if the City elects to implement the contractor billing agent relationship described in Required Alternative 1.

The City considers customer service to be a very important aspect of this solid waste collection services contract. Outline your overall approach to customer service and how the various elements of customer service (call center, web-based, and mobile app) work together to provide excellent customer service. Describe the functionality of your website including the basic structure, interface to customer service representatives and the degree to which customers can manage their accounts (e.g. change their subscribed service levels, order service, request a

missed pick-up collection), and how you ensure that web and mobile app requests are accurately tracked and addressed. Describe your most recent innovations in service; for example, new technology on trucks or new methods/technologies to better communicate with customers.

Discuss how staffing levels are established and modified to ensure timely customer service, and how new and existing staff is trained. Describe how customer service performance is measured, including the specific targets or performance metrics used to evaluate your Entity's performance. If call center staff handle calls from more than one city or WUTC-certificated service area, describe the procedures and aids used by those staff to address calls from different service areas without delaying responses to customers.

Discuss how long it takes your Entity to respond to service calls, how you monitor and adapt your field staffing to minimize your response time, and how the resolution of each service call is performed in a timely manner.

Describe your procedures for handling "missed" collections. Does your Entity have a separate route for handling misses at the end of each day; is each route driver responsible for collecting their misses on the day or day after regular collection; or does your Entity use some other system? How has this approach worked to minimize repeat misses? How do you handle customers who repeatedly report unwarranted misses?

C.3 Transition and Implementation Plan

Describe your proposed transition and implementation plans to ensure an efficient and successful implementation of service provisions as outlined in the Base Contract. Identify the major issues and describe your proposed approach. Discuss customer information, promotion and notification, customer service, customer response, procurement and delivery of vehicles, containers and other equipment, contingency plans and other considerations which will ensure a successful transition and implementation of the Services consistent with the start of collection services. Include a timeline which identifies major tasks and key dates in the transition and implementation plan.

D. Implementation and Public Information

If you would be a new service provider for the City, describe in detail how your Entity would work with the existing contractor to ensure a smooth transfer of information and cart/container exchanges in a timely manner to meet the July 1, 2018 start date. Identify the individuals involved in this effort, their qualifications and previous experience in transitioning existing collection programs. Describe whether the same person will be serving as part of the management staff throughout the Contract term as serves during the transition/implementation period.

Describe and provide examples of materials developed by Proposer's staff and used to introduce and support single-family recycling and compostables programs. Address how materials will be distributed and how residents seeking additional information will be accommodated during

program introduction. Detail how your approach will increase and maintain participation and how methods may change as participation levels increase or decrease.

Describe fully how you will promote multifamily recycling and increase multifamily recycling levels. Detail the communications, outreach and assistance methods as well as technological or operational innovations you propose to increase those recycling levels. Describe fully the public information techniques you will use in responding to contamination or other customer problems at a particular site. Detail how your Entity's approach will increase and maintain participation and how methods may change as participation levels increase or decrease. Provide examples of where your approaches have been effective, how effectiveness is measured and also provide informational materials developed and used by your staff.

Explain your procedures for submitting public information material to the City for approval and any approval timeliness you will expect the City to meet.

Describe and identify your Entity's website, and how you plan to present information about the Services on the website. Describe your procedures to keep information on your website up-to-date.

Identify and describe fully the qualifications of your Education and Outreach Manager including previous experience in working with recycling collection programs and government organizations. Describe whether the same person will be serving as the Education and Outreach Manager throughout the Contract term as serves during the Transition/Implementation Period.

E. Base Contract Modifications

Submissions contingent on an alternative Contract cannot be reasonably compared with competing Proposals and shall be considered non-responsive.

The City has included an industry review process prior to releasing this RFP and has incorporated suggested changes deemed reasonable and in the best interest of the City and its ratepayers. All Proposals shall be based on the Base Contract (Appendix A) included with the RFP, without alteration. However, Proposers may identify specific Base Contract provisions that they believe unreasonably affect costs and the City will take the proposed change under advisement. In the event that the City pursues a revision to the Base Contract as a result of a Proposer's suggested Base Contract modification, and that revision is anticipated to have a substantial effect on cost, the City may, at its option, incorporate those specific revisions and reissue the updated Base Contract for a best and final round of rate proposals.

For each Proposer-proposed Base Contract modification the following format shall be followed to maintain consistency between Proposals:

- Clearly indicate the reason for the requested change;

- Whether the proposed change is a mandatory part of your Proposal or is simply a preference;
- Propose alternative text; and
- Provide the rate impact to your Proposal (or “no rate impact” if none) resulting from the proposed change.

The listed rate impact shall reflect the annual rate reduction or increase of the proposed modification and shall be identified in dollars with a “+” representing an increase in annual aggregate rates and a “-” representing a decrease in annual aggregate rates. If there is no rate savings or increase associated with the proposed modification, the Proposer shall indicate “no cost impact.”

The City encourages that any and all questions specifically regarding Base Contract language interpretation or the acceptability of alternative approaches be asked during the industry review of the RFP question/answer process described in Section 2.3.

3.2 PROPOSAL FORMS

The following forms shall be completed in full and in accordance with both the Instructions to Proposers and with the instructions that follow below, and shall be submitted collectively as the Proposal Forms. Use black or blue ink or type on all forms.

Proposer’s responses to the questions in these Proposal Forms shall be used by the City to evaluate the responsiveness of Proposer and the ability of Proposer to provide the specified services and equipment in a responsible manner. The information shall be submitted as indicated on the individual forms, but if Proposer needs additional space to respond to a question or if Proposer is requested to provide information that cannot be written directly on the forms, these items must be stapled or attached to the individual forms that correspond to the pertinent information. Oversized or bulky information such as drawings or bound documents shall be submitted under a separate cover, labeled to indicate the form number and content to which the information pertains, referenced as such on the Proposal Forms, and included as part of Proposer’s Proposal.

Proposers shall number each page that contains information that cannot be written directly on a form or pages that are reproductions of a form. The page number shall be placed in the upper right-hand corner of each such page and sub-lettered to correspond with the page to which the information pertains (e.g., Form 2).

Proposers may reproduce Proposal Forms on a computer and complete them using editing software, provided that each page so generated must have the header, footer and body of information in the same locations as the original form to assure uniformity of the Proposal’s submittal. Typefaces may differ to the extent that the reproduced forms remain legible, however, changes are not encouraged. Stylistic enhancements and reformatting resulting in the omission of required information may render the Proposal non-responsive, at the sole discretion

of the City if the City considers the omission to materially affect the Proposal. These Proposal Forms are available electronically in Microsoft Word, PDF, and Excel format from the City contact listed in Section 2.2 of this RFP.

Proposers shall provide complete and detailed responses to each question. If the Proposer fails to do so, its Proposal is likely to be deemed non-responsive and may be rejected by the City. During the execution of the Services, the City shall consider information submitted by the Selected Proposer to be binding, and any substitutions or deviations from the information provided may only be approved in writing by the City.

Form 1

COVER SHEET AND GENERAL INFORMATION

Entity Name: _____

Home Office Address: _____

Washington Business Address: _____

Website Address: _____

Name, Title, Address, Telephone Number, fax Number and E-Mail Address of the person to be contacted concerning the Proposal:

If Applicable, Name of the Parent Company:

Home Office Address, Telephone Number and Website Address of the Parent Company:

Describe the parent company's relationship with the Proposer:

If applicable, does the person signing the documents have the authority to sign on behalf of the Proposer?

_____ Yes

_____ No

Names of Companies that will share significant and substantive responsibilities with the Proposer in performing services under the Contract:

Attach to this form, and number appropriately, documentation showing that the Proposer is duly organized and validly existing as a corporation or partnership in good standing.

Form 2

PRICE PROPOSAL

Form 2:

Form 2 is attached as Appendix C and is also available as an MS Excel file.

Complete all green-shaded blanks on the attached Form 2 rate proposal sheets including monthly collection and disposal fees for all scheduled services and miscellaneous services. Disposal fees shall be based on King County's 2017/2018 tipping fee of \$134.59 per ton.

Customer counts are included only for the purposes of price evaluation and reflect current City billing counts. Although the City of Kirkland requires mandatory solid waste collection services, it cannot provide any guarantee as to the future number of customers that may utilize the Selected Proposer's Services. Counts shaded in blue do not reflect actual usage and are instead intended to be an estimate of potential usage. Prospective Proposers are responsible for developing their own internal service level profile forecasts reflecting their own estimates on growth that may occur by the start of the Contract in July, 2018.

The Contractor's fees provided on Form 2 shall include all capital, labor, disposal, and other operating costs, including administration, management, profit, contract fees and incidental taxes (e.g. tire and fuel taxes, B&O). State refuse collection tax, sales taxes on listed container rentals and city utility taxes shall be excluded from the Proposal rates. Contractor fees provided by the Proposer on Form 2 shall incorporate the following elements, and be based on actual cost of service:

<i>Customer Sector</i>	<i>Include In Rates</i>	<i>Rate Formula</i>
Single-Family Residential	Garbage+Recycling+Compostables collection costs, including garbage disposal and composting/processing costs and revenues	cost-of-service
Commercial/Multifamily Cart and Detachable Container	Garbage and recycling costs only, <u>including</u> container costs.	cost-of-service
Temporary Detachable Container and Drop-box	Garbage hauling costs only for drop-boxes, with container rental and disposal charged separately. Garbage container rental, hauling and disposal costs for detachable containers.	cost-of-service

Commercial/Multifamily Drop-box Service	Hauling and recycling costs only, <u>excluding</u> container rental and garbage disposal.	cost-of-service
Other Services (e.g. container cleaning, Commercial/Multifamily compostables, etc.)	Only cost-of-service or the default rates set on Form 2.	cost-of-service

Proposer's cost-of-service model shall be generally designed to recover the costs for each collection sector only from that sector. Note that the City's retail rate model includes incentive rates for single-family residential customers, but that the Contractor is not paid based on that incentive rate structure, only the underlying contract rates.

For some seldom-used or ancillary services, approximate rates from the surrounding WUTC tariff areas and/or the current contract have been entered on the Form 2 rather than requesting Proposers to propose their own rates for those services. Proposers shall use the listed rates in their revenue calculations and shall not provide different proposed rates for those services.

Alternatives:

At the end of Form 2, cells are provided for entering proposed rate modifications for the following alternatives. Please calculate and enter costs as described in the following instructions.

Increased or reduced amounts should be expressed as modifications to the customer rates provided on Form 2. If the alternative is selected, the amount added or subtracted from the monthly base rate for each service level.

Reductions in the base rate (or revenue requirement depending on the alternative) shall be expressed as a negative number. Increases in the base rate (or revenue requirement depending on the alternative) shall be expressed as a positive number.

1. Contractor Billing

The Base Contract assumes the City will continue to bill its single family, multifamily, and commercial customers for service and the City and the Contractor will share specific customer service responsibilities. This alternative shifts all billing and customer service responsibility to the Contractor. Please provide a total annual revenue increase (+) or decrease (-) associated with this alternative. Note that the revenue requirement should incorporate direct costs associated with shifting billing and providing billing agent services, but not the cost of bad debt which will be the City's liability.

2. Customer Service and Recycling Center

Under this alternative, the Contractor shall open a branded Customer Service and Recycling Center (Center) within the city by July 1, 2018. The Center shall be located in a site central to the city in a convenient, accessible location with adequate public parking

available. The Center shall be open for at least forty (40) hours per week, six days per week with at least six (6) hours on Saturdays. The Center space must be at least 1,500 square feet in size and also provide storage space for accepted recyclables and materials to be distributed to visitors. The City shall review and approve the range of materials accepted and may add or delete specific materials accepted in response to current City needs.

- **Drop-off location for difficult-to-recycle items.** Accepted items shall include, at a minimum:
 - Expanded polystyrene and polyethylene blocks and foam
 - Plastic bags, film, and strapping
 - Fluorescent tubes and bulbs
 - Household batteries (alkaline, rechargeable, button, cell phone)
 - Smoke detectors
 - Textiles
 - Car seats
 - Bicycles and bicycle parts
 - Small electronics (example: computers, DVD players, cell phones)
 - Small appliances (example: microwaves, toaster ovens, etc.)
- **Customer service and assistance center.** The Contractor shall offer the same services as those available to customers on-line or through the Contractor's call center. The center shall include an interactive kiosk with an area dedicated for City and Contractor-produced recycling education and outreach materials and the distribution of material assistance to include, for example, reusable shopping bags, kitchen food scrap containers, compostable bag samples, commercial deskside recycling containers, and multifamily recycling baskets/bags. The Center shall display full-size 96, 64, 35, 20, and 10-gallon carts with pricing and right-sizing recommendations.
- **Environmental Product Sales.** The Contractor may offer items for sale at the Center that promote waste reduction and recycling and promote environmentally-conscious consumerism. Products offered for sale should meet at least one of the following criteria to include:
 - Made from recycled material
 - Is recyclable or compostable
 - Is locally manufactured
 - Unique to the Contractor's brand
 - Provides environmental education
 - Promotes durability over disposability
- **Community events and education.** The Center shall service as a gathering space for community events as well as educational workshops, presentations, City events, and other resource conservation and sustainability education, including

swap events for reusable materials. Adequate seating and a large screen and projector should be available.

Please provide a total annual revenue requirement associated with this alternative.

3. Change in Contract Length

The Base Contract length is eight years, plus two extensions of up to two years each at the option of the City. Under this alternative, the Contract length would be ten years, plus one extension of up to two years at the option of the City. Please provide a total annual revenue increase (+) or decrease (-) associated with this alternative.

4. Every-other-week Single-family Garbage Collection

The Base Contract includes weekly single-family garbage collection. Under this required alternative, garbage collection would be shifted to every-other-weekly, using the same sized carts currently at Customer locations. Please provide the monthly cost increase (+) or decrease (-) per single-family customer associated with this alternative

5. Collection Fleet

The Base Contract includes requirements for new model year 2018 vehicles at the start of the new Contract. Under this alternative, collection vehicle chassis would be required to be no older than model year 2014 and no older than ten years (from the first date of service when new) through the term of the Contract, including extensions. Please provide the annual revenue increase (+) or decrease (-) associated with this alternative.

Form 3 - CONTRACTOR'S BID DEPOSIT SURETY BOND
to the City of Kirkland, Washington

We, _____, as Principal, existing under and by virtue of the laws of the State of Washington and authorized to do business in the State of Washington, and _____, as Surety, organized and existing under the laws of the State of _____, are held and firmly bound unto the City of Kirkland, a Washington municipality, as Obligee, in the penal sum of 5% of the total amount bid, not to exceed \$50,000.00, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

WHEREAS, the Principal has submitted a bid for [Insert bid/project name].

NOW THEREFORE, the condition of the obligation is such that if the Obligee shall accept the bid of Principal and make timely award to the Principal according to the terms of the bid documents; and the Principal shall, within ten days after notice of the award, exclusive of the day of notice, enter into the Contract with the Obligee and furnish the contractor's bonds (performance and payment bonds) with Surety satisfactory to the Obligee in an amount equal to 100% of the amount of the bid proposed including additives, alternatives and Washington State sales tax, then this obligation shall be null and void; otherwise if the Principal fails to enter into the Contract and fails to furnish the contractor's bonds within ten days of notice of award, exclusive of the day of notice, the amount of the bid deposit shall be forfeited to the Obligee, payable by the Surety; but in no event will the Surety's liability exceed the face amount of this bid bond.

This bond may be executed in two original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the Surety.

PRINCIPAL (CONTRACTOR)

SURETY

Principal Signature Date

Surety Signature Date

Printed Name

Printed Name

Title

Title

Name, address, and telephone of local office/agent of Surety Company is:

Form 4

IDENTIFICATION OF PERFORMANCE SECURITY

If the Proposer is awarded a Contract on this Proposal, the surety or other financial institution that provides the letter of credit or other performance guarantee shall be:

_____ whose address is

_____, _____, _____, whose
Street City State and Zip Code

telephone number is _____, and website address

is _____.

Form 5

CERTIFICATION OF PROPOSAL - DECLARATION AND UNDERSTANDING

Proposer's Declaration and Understanding

The undersigned Proposer declares that the only persons or parties beneficially or financially interested in this Proposal are those named herein; that this Proposal is, in all respects, fair and without fraud; that it is made without collusion; and that the Proposal is made without any connection or collusion with any person submitting another Proposal in connection with this RFP.

The Proposer declares that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; this Proposal is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly entered into any agreement, induced or solicited any other Proposer to submit a false or sham Proposal; the Proposer has not solicited or induced any person, firm or corporation to refrain from Proposing; the Proposer has not sought by collusion, fraud, deceit or any unlawful act to obtain for itself any advantage over any other Proposer or over the City; and Proposer has not otherwise taken any action in the restraint of free competitive proposals in connection with the Services for which this Proposal is submitted.

The Proposer declares that it has familiarized itself with the nature and extent of the Base Contract, the existing solid waste collection services, all local conditions and all other relevant facilities, properties, laws and regulations that in any manner may affect cost, implementation, progress, performance or furnishing of the Services. The Proposer has satisfied itself as to the services and equipment to be provided, including the fact that the description of the services and equipment is brief and is intended only to indicate the general nature of the Services, and that this Proposal is made according to the provisions and under the terms and conditions of the Base Contract, which fully and completely incorporated into this Proposal by this reference.

The Proposer further acknowledges that it has satisfied itself as to the nature and location of the solid waste handling services, the general and local conditions, particularly those bearing on the availability of equipment, access, recycling and compostable material markets, disposal fees, availability of labor, roads, and the uncertainties of weather or similar physical conditions in the City, the character of equipment and facilities needed to execute the Services, and all other matters that may in any way affect the Services or the cost thereof under the Base Contract.

The Proposer further acknowledges that it has satisfied itself as to the character, quality and quantity of information provided by the City regarding the existing solid waste collection services and solid waste system, and the Proposer has adequately investigated the City's customer base and any additional information that may be provided by the City. Failure by the Proposer to acquaint itself with the physical conditions of the City's customer base and all available information shall not relieve it from responsibility for properly estimating the difficulty or cost of successfully performing the Services and providing the equipment required under the Contract.

The Proposer warrants that, as a result of its examination and investigation of all the data referenced above, it can execute the Services in a good, timely and workmanlike manner and to the satisfaction of the City. The City assumes no responsibility for any representation made by any of its officers, employees, representatives, or agents during or prior to the execution of the Contract, unless (1) such representations are expressly stated in the Contract; and/or (2) the Contract expressly provides that the City assumes the responsibility.

The Proposer has given the City written notice in a timely manner of all conflicts, errors, omissions or discrepancies that it has discovered in the Proposal Documents and the written resolution thereof by the City is acceptable to the Proposer.

Contract Execution, Performance Guarantees and Insurance

If this Proposal is accepted, the Proposer proposes and agrees to enter into a Contract with the City, in the form provided in the Proposal Documents and as revised via subsequent addenda, to provide services and equipment ("Services") as specified or indicated in the Base Contract for the prices and during the time period indicated in this Proposal and in accordance with the other terms and conditions of the Base Contract.

The Proposer accepts all of the terms and conditions of the Proposal Documents, including, without limitation, those dealing with the disposition of Proposal security. This Proposal will remain subject to acceptance until 180 days following Proposal submittal. The Selected Proposer shall sign and submit the Contract with the appropriate performance security and proof of insurance acceptable to Kirkland within five (5) days of completion of Contract finalization by the City and the Proponent.

Self-Reliance

The Proposer acknowledges that the information contained in this Proposal represents its understanding of the City's existing solid waste collection services, terrain, streets, alleys, container locations, recycling and compostables markets, and other conditions that could affect the costs or operational efficiencies of fulfilling the Contract. In preparing this Proposal, the Proposer acknowledges that it is solely responsible for its Proposal and that it has relied on its own investigation and research.

Start Of Services And Contract Term

If awarded a Contract, the Proposer agrees to commence all Services under the terms and conditions of the Contract on July 1, 2018 and to continue providing services throughout the term of the Contract as specified therein.

Unit Price

Proposer proposes to invoice and collect payments of the Contract charges (rates), as set forth under the provisions of the Base Contract.

Proposer charges (rates) may be adjusted upward or downward solely as provided in the Base Contract. Generally, the Proposer shall be responsible for all real (non-inflationary) cost increases, and may benefit from any real cost decreases, except as specifically agreed to in the Contract. Proposer understands that the per-unit served price and the price adjustments are independent of the quantities and quality of materials collected. Proposer agrees that the per-unit served price and the price adjustments represent a reasonable measure of the labor and materials required to execute the Services, including all allowances for overhead and profit, and applicable taxes, fees and surcharges for such services. Prices shall be given in U.S. dollars and cents.

Compliance with Process Integrity Requirements

Proposer hereby certifies it and its employees, officers, and officials have complied with the Process Integrity Requirements as described in Section 2.16 of the RFP and further agrees to comply with those Guidelines during the Proposal evaluation process.

Addenda

The Proposer below lists and acknowledges receipt of all Proposal Documents and of the following addenda:

<u>Addendum Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Proposer agrees that all Addenda issued are part of the Contract, and Proposer further agrees that its Proposal includes all Addenda.

Identification and Authorization

The name of the Proposer submitting this Proposal is:

Doing business at: _____
Street

City State Zip Code

which is the address to which all communications concerning this Proposal and the Contract will be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

If the Proposer is a partnership, attach to this form and number appropriately a copy of its partnership agreement. If the Proposer is a corporation, attach to these form copies of its Articles of Incorporation, bylaws and Certificate of Good Standing, as certified by the Secretary of the Board of Directors.

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set its hand this ____ day of _____, 2016.

Signature of Proposer

Title

If Corporation

IN WITNESS whereof the undersigned corporation has caused this instrument to be executed by its duly authorized officers this _____ day of _____, 2016.

Name of Corporation

By

Title

Attest (Secretary)

Appendices

- Appendix A: Contract with City Service Area Map**
- Appendix B: 2016 Tonnage Reported by Existing Contractor**
- Appendix C: Form 2**
- Appendix D: Responses to Industry Review Comments**